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Appeal from Circuit Court, Mathews County.

Action by E. D. Goldsborough and another against Euphan W. Washington and others. From a decree for defendants, complainants appeal. Reversed and remanded, with directions.

Moorc, Barbour & Keith, W. D. Evans, and J. Boyd Sears, for appellants.

C. E. Cary, for appellees.

PORTSMOUTH, BERKLEY & SUFFOLK WATER CO. *v.*
CITY OF PORTSMOUTH.

March 9, 1911.

[70 S. E. 529.]

1. Mandamus (§ 133*)—Purposes of Remedy—Performance of Legal Duty—Public Service Corporation—Waterworks Company.—Where a waterworks company had, under its contract with the city, the exclusive privilege of using the streets, so as to impose upon it the duty of furnishing water for sewerage purposes, mandamus will lie to compel it to make connections between its street mains and the city's service pipes, to connect the water with its sewerage system in a certain ward.

[Ed. Note.—For other cases, see Mandamus, Cent. Dig. § 268; Dec. Dig. § 133.* 9 Va.-W. Va. Enc. Dig. 537, 538.]

2. Waters and Water Courses (§ 200*)—Public Water Supply—Water Supply Company—Contracts.—An ordinance prescribing the conditions upon which a water supply company may lay its mains and pipes in the streets of a city, and furnish water to it and its inhabitants, when accepted by the water company, constitutes the contract between it and the city.

[Ed. Note.—For other cases, see Waters and Water Courses, Dec. Dig. § 200.*]

3. Waters and Water Courses (§ 200*)—Public Water Supply—Waterworks Company—Contract with City—Construction.—The contract between a city and a water supply company permitted the city to maintain service pipes from the mains to obtain water for its public uses, but required the connections to be made under the supervision of the water company, and provided that whatever water was furnished for the city's public uses should be used under reasonable regulations prescribed by the water company, and that water from the city's service pipes should be used only for public purposes and without waste. The water company refused to permit the city to connect its service pipes to procure water for its sewerage system, unless meters were installed at the expense of the wa-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

ter company. It appeared that the meter system was the only practicable way of determining whether there was unnecessary waste in flushing them. Held, that the water company had the right to require the installation of meters at its own expense as a condition to making the connection, though the city paid a flat rate for the water it used; the fact that it might be necessary to place the meters in boxes located near the curbs not constituting such an obstruction as to make the water company's demand unreasonable.

[Ed. Note.—For other cases, see *Waters and Water Courses*, Dec. Dig. § 200.*]

Error to Hustings Court of Portsmouth.

Proceedings by the City of Portsmouth against the Portsmouth, Berkley & Suffolk Water Company. Judgment for petitioner, and defendant bring error. Reversed.

T. J. Wool and Goodrich Hatton, for plaintiff in error.

John W. Happer, for defendant in error.

HAYNOR v. HAYNOR.

March 9, 1911.

[70 S. E. 531.]

1. Equity (§ 345*)—Pleading—Answer—Verified Answer.—An answer to the bill under oath is evidence for defendant, and will be taken as true, unless overcome by testimony of two witnesses, or of one witness and corroborating circumstances, or by documentary evidence.

[Ed. Note.—For other cases, see *Equity*, Cent. Dig. §§ 715-724; Dec. Dig. § 345.* 1 Va.-W. Va. Enc. Dig. 409.]

2. Divorce (§ 130*)—Actions—Sufficiency of Evidence.—Evidence in a suit for a divorce from bed and board for cruelty and reasonable apprehension of bodily harm held to show that both parties were at fault in their differences, which led the wife to leave home.

[Ed. Note.—For other cases, see *Divorce*, Cent. Dig. §§ 442-445; Dec. Dig. § 130.* 4 Va.-W. Va. Enc. Dig. 738.]

3. Husband and Wife (§ 288*)—Separation—Actions—Defenses—Abandonment by Wife.—A wife, who has voluntarily abandoned her husband, should not be granted a separate maintenance, unless her abandonment was without her own fault, and made necessary for her safety and happiness.

[Ed. Note.—For other cases, see *Husband and Wife*, Dec. Dig. § 288.* 1 Va.-W. Va. Enc. Dig. 298.]

Appeal from Law and Chancery Court of City of Norfolk.

Suit by Jennie E. Haynor against Thomas H. Haynor. From

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